

COUNTERPART

APR - 1 1982 11 01 AM

INTERSTATE COMMERCE COMMISSION

PURCHASE AGREEMENT ASSIGNMENT

dated as of
September 15, 1981

by and between

OXYCHEM PROPERTIES CORPORATION,

Assignor,

and

AUBREY G. LANSTON & CO., INC.,

Assignee

Oxychem Properties Lease No. F-321L

ACF Industries, Incorporated

PURCHASE AGREEMENT ASSIGNMENT

THIS PURCHASE AGREEMENT ASSIGNMENT dated as of the 15th day of September, 1981, between OXYCHEM PROPERTIES CORPORATION, a California corporation (the "Assignor"), and AUBREY G. LANSTON & CO., INC., a New York corporation (the "Assignee"),

W I T N E S S E T H:

WHEREAS, the Assignor has entered into the following order contracts (the "Purchase Agreements"), copies of which are attached hereto, for the purchase of the following described railroad equipment:

<u>Date</u>	<u>Seller</u>	<u>No. of Units</u>	<u>Railroad Equipment</u>	<u>Identification Marks</u>
Sept. 23, 1981	ACF Industries, Incorporated	65	90 ton chlorine tank cars, DOT 105A500W	HOKX 8358- HOKX 8422

WHEREAS, Assignee, as lessor, and Assignor, as lessee, have entered into that certain Equipment Lease Agreement dated as of April 1, 1981 (the "Lease"), pursuant to the terms and conditions of which Assignor will lease from Assignee those units of said railroad equipment which are made subject to the Lease on or prior to December 31, 1981 (the "Units"); and

WHEREAS, the Assignee wishes to acquire the Units pursuant to the terms and conditions of the Lease, and the Assignor is willing to assign to the Assignee, on the terms and conditions hereinafter set forth, the Assignor's rights and interest under the Purchase Agreements to the extent that the Purchase Agreements pertain to the Units, and the Assignee is willing to accept such assignment;

Filed and recorded with the Interstate Commerce Commission pursuant to the Interstate Commerce Act 49 U.S.C. §11303, on the _____ day of _____, 1981 at _____, recordation number _____.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. The Assignor has sold, assigned, transferred and set over and does hereby sell, assign, transfer and set over unto the Assignee all the Assignor's right, title and interest in and to the Purchase Agreements to the extent that the Purchase Agreements pertain to the Units. The Assignee hereby accepts such assignment.

2. It is expressly agreed that, anything herein contained to the contrary notwithstanding, the Assignor shall at all times remain liable to each Seller under and in accordance with the respective Purchase Agreement, and the Assignee shall not have any obligation or liability under the Purchase Agreements by reason of, or arising out of, this Purchase Agreement Assignment or be obligated to perform any of the obligations or duties of the Assignor under the Purchase Agreements or to make any payment other than to pay the purchase price for each Unit in accordance with the terms of the respective Purchase Agreement and the Lease.

3. The Assignor agrees that at any time and from time to time, upon the written request of the Assignee, the Assignor will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as the Assignee may reasonably request in order to obtain the full benefits of this Purchase Agreement Assignment and of the rights and powers herein granted.

4. The Assignor does hereby represent and warrant that (i) each Purchase Agreement is in full force and effect and enforceable in accordance with its terms and that the Assignor is not in default thereunder; (ii) the Assignor has not assigned or pledged, and hereby covenants that it will not assign or pledge, so long as this Purchase Agreement Assignment shall remain in effect, the whole or any part of the rights hereby assigned to anyone other than the Assignee; and (iii) the Assignor will not, so long as this Purchase Agreement Assignment shall remain in effect, enter into any agreement with any Seller which would materially amend or modify, or rescind, cancel or terminate, any Purchase Agreement without the prior written consent of Assignee, which consent shall not be unreasonably withheld.

5. The Assignee agrees that it will not enter into any agreement with any Seller which would amend, modify, rescind, cancel or terminate any Purchase Agreement without the prior written consent of the Assignor.

6. So long as no Event of Default under the Lease or event which, with the lapse of time or the giving of notice or both, would be such an Event of Default, shall have occurred and be continuing, the Assignee hereby assigns to the Lessee, for and during the term of the

Lease, any and all Seller and manufacturer warranties issued on or applicable to the Units, and the Assignee hereby authorizes the Assignor during the term of the Lease to obtain at the Assignor's sole expense any and all services furnished in connection therewith by any Seller or any manufacturer. Assignor hereby accepts such assignment.

IN WITNESS WHEREOF, the parties hereto have caused this Purchase Agreement Assignment to be duly executed as of the day and year first above written.

[SEAL]

Attest:

James V. Heath

Assignor:

OXYCHEM PROPERTIES CORPORATION

By

R. B. Casriel
Title:

Assignee:

[SEAL]

AUBREY G. LANSTON & CO., INC.

Attest:

By

Title:

Lease, any and all Seller and manufacturer warranties issued on or applicable to the Units, and the Assignee hereby authorizes the Assignor during the term of the Lease to obtain at the Assignor's sole expense any and all services furnished in connection therewith by any Seller or any manufacturer. Assignor hereby accepts such assignment.

IN WITNESS WHEREOF, the parties hereto have caused this Purchase Agreement Assignment to be duly executed as of the day and year first above written.

Assignor:

[SEAL]

OXYCHEM PROPERTIES CORPORATION

Attest:

By

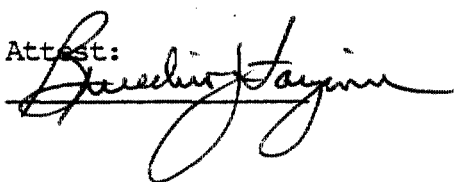
Title:

Assignee:

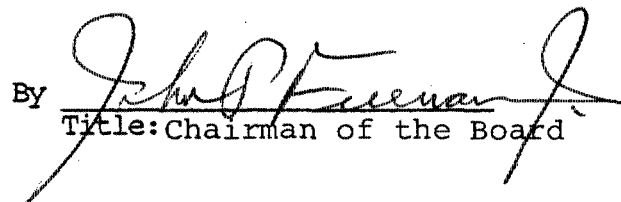
[SEAL]

AUBREY G. LANSTON & CO., INC.

Attest:



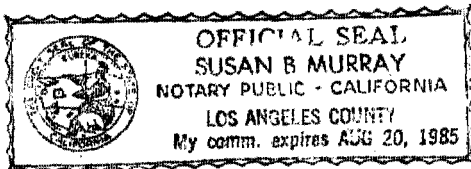
By



Title: Chairman of the Board

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

On this 27th day of October, 1981 before me personally appeared Ronald B. Casriel, to me personally known, who being by me duly sworn, says that he is Vice President of OXYCHEM PROPERTIES CORPORATION, that one of the seals affixed to the foregoing Purchase Agreement Assignment is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Susan B. Murray
Notary Public

My Commission expires Aug 20, 1985

STATE OF NEW YORK)
COUNTY OF NEW YORK)

On this _____ day of _____, 1981 before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is _____ of AUBREY G. LANSTON & CO., INC., that one of the seals affixed to the foregoing Purchase Agreement Assignment is the seal of said corporation, that said Purchase Agreement Assignment was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

My Commission expires _____

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

On this _____ day of _____, 1981 before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is _____ of OXYCHEM PROPERTIES CORPORATION, that one of the seals affixed to the foregoing Purchase Agreement Assignment is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

My Commission expires _____

STATE OF NEW YORK)
COUNTY OF NEW YORK)

On this 27th day of October, 1981 before me personally appeared John P. Freeman, Jr., to me personally known, who being by me duly sworn, says that he is Chairman of the Board of AUBREY G. LANSTON & CO., INC., that one of the seals affixed to the foregoing Purchase Agreement Assignment is the seal of said corporation, that said Purchase Agreement Assignment was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Thelma Ewig
Notary Public

My Commission expires _____

THELMA EWIG
Notary Public, State of New York
No. 31-1145375
Qualified in New York County
Commission Expires March 30, 1983

CONSENT AND AGREEMENT

The undersigned, ACF Industries, Incorporated (the "Seller"), hereby acknowledges notice of and consents to all of the terms of the foregoing Purchase Agreement Assignment (the "Assignment", the defined terms therein being hereinafter used with the same meaning as defined therein) and hereby confirms to the Assignee that:

(i) the Assignee shall not be liable for any of the obligations or duties of the Assignor to the Seller under any Purchase Agreement, nor shall the Assignment give rise to any duties or obligations whatsoever on the part of the Assignee owing to the Seller except for the obligation of the Assignee to pay the purchase price for a Unit in accordance with the terms of the respective Purchase Agreement and the Assignment in the event such Unit is made subject to the Lease;

(ii) the Seller hereby represents and warrants that each Purchase Agreement to which the Seller is a party constitutes as of the date thereof and at all times thereafter to and including the date of this Consent and Agreement a binding obligation of the Seller, enforceable, with respect to the Units listed in the Assignment, against the Seller in accordance with its terms; and

(iii) by consenting to the terms of the Agreement, the Seller does not intend to modify its rights and obligations under any Purchase Agreement.

Dated: October 30, 1981

ACF Industries, Incorporated

[Seal]

By

Title:

John G. Smith
TREASURER

Attest:

F. C. Hall

SECRETARY

STATE OF New York)
COUNTY OF New York) ss:

On this 27th day of October before me personally appeared H. A. Borst, to me personally known, who being by me duly sworn, says that he is a Treasurer of ACF Industries, Incorporated, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Anthony M. Romanello

Notary Public

ANTHONY M. ROMANELLO
Notary Public, State of New York
No. 31-4703607

My Commission expires Commission Expires March 30, 1983

PURCHASE ORDER
OXYCHEM PROPERTIES CORPORATION

Oxychem Properties Corporation agrees to buy and ACF Industries Incorporated - Shippers Car Line Division agrees to sell the railcars specified below under the terms and conditions stated herein. This purchase order between Oxychem Properties Corporation and ACF Industries, Incorporated supersedes all prior offers, tenders, bids, proposals and discussions relating to the acquisition of 65 - 90 ton DOT105A500W and insulated tank cars for chlorine service. This purchase order constitutes the entire agreement between Oxychem Properties Corporation and ACF Industries, Incorporated - Shippers Car Line Division.

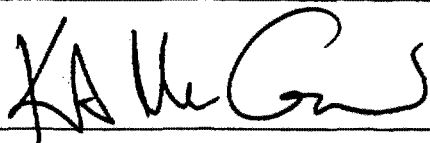
Price and Quantity - 65 - 17,360 gallon chlorine tank cars at \$51,800 plus alternate 2 at no charge, alternate 4 at \$500 alternate 6 at \$140 and alternate 7 at no charge - Total price \$52,440 escalated to delivery per ACF proposal dated Feb. 2, 1981, ACF letter dated May 13, 1981 and ACF letter dated Sept. 21, 1981.

General Conditions - per Exhibit A

Specifications - 80-OEO-253

Delivery - Per ACF letter dated Sept. 21, 1981

OXYCHEM PROPERTIES CORPORATION

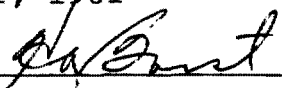
By: 

Title: Vice President

Date: 10/13/81

ACF INDUSTRIES, INCORPORATED

Subject to ACF letter of
Sept. 21, 1981

By: 

Title: H. A. BORST TREASURER

Date: 9/23/81

TANK CAR DETAIL SPECIFICATION

ESTIMATE NO. 80-080-253REV LOT NO 18-15478WRA NO

STATUS

☐ ESTIMATE DATE

☐ PRELIMINARY DATE

☒ FINAL DATE 3/6/81

AAR APPL NO 811020APPR DATE

Rev. "A" dtd. 6/25/81 sht. 1

1. INQUIRED
2. CUSTOMER Oxychem Properties Corporation
3. NUMBER & TYPE OF CAR 65 - 100 Ton 17,360 Gal. DOT 105A500W Stub Sill Tank Cars

GENERAL ARRG DWG 6-J-0092-A

DOME ARRG DWG

4-B-1998-3-V

4. DATE OF ORDER 2/9/81 DEADLINE DATE FOR ALL MECHANICAL DETAILS

GENERAL INFORMATION

5. LADING Chlorine Nonf.
- ☐ NON REGULATORY ☒ REGULATORY ICC CODE Gas
- COMMODITY STENCIL Chlorine MAX WEIGHT 10.41 LBS/GAL
- MECH. DES. TPI

6. INSPECTION ACF

7. HEATER SYSTEM None

DWG

8. INSULATION 4" -2# per cu. ft., nominal density polyurethane

9. JACKET 11 gage carbon steel, 2-piece shell with 3-piece heads

DWG

6-H-7106-A

10. HEAT TREATMENT 1100°F min. at least one hour. Engrg. Bulletin 20.2-A, Code 1.

11. X-RAY AAR Appendix "W", complete x-ray.

12. TANK LINING None

13. CLEANING TANK INTERIOR Light grit blast and sweep clean per MP 1050-Brushoff

14. PAINT PREPARATION Grit blast completed car exterior per MP 1050-Commercial

15. PAINTING & LETTERING Special Porter dark blue-gray epoxy system with AAR & DOT stencilling, no principal lettering.

DWG 4-J-0091-A

16. REPORTING MARKS & CAR NOS. HOKX 8358 thru 8422

17. OWNERSHIP PLATES None

19. OVER-ALL CAR HEIGHT 14'-8 1/8" MOUNTING MT. None EXTREME WD. 10'-6 1/2"

20. CENTER OF GRAVITY 82" LIGHT WEIGHT: ESTIMATED 83,000# ACTUAL

21. REMARKS Car construction to AAR Plate "B" clearance diagram.

Maximum lading weight of 10.41#/gal. based on 17,291 gal. lading and rail load limit of 263,000#.

TANK

22. CLASSIFICATION DOT 105A500W

TANK DWG 3-H-0261-B

23. WATER CAPACITY: ESTIMATED 17,360 Gal.

ACTUAL

24. TEST PRESSURE 500 psi

COIL TEST PRESSURE

None

25. TANK PLATE MATERIAL AAR TC-128 Gr. "B" with 1/2 standard tolerance on over thickness.

PROCESSED BY J. T. Kasprzycki/K. H. Brinkmann

TANK CAR DETAIL SPECIFICATION

ESTIMATE NO. 80-0E0-253

REV _____

LOT NO 18-15478

WRA NO _____

STATUS

☐ ESTIMATE
☐ PRELIMINARY
☒ FINAL

DATE _____

DATE _____

DATE 3/6/81AAR APPL NO 811020

APPR DATE _____

1. INQUIRY

2. CUSTOMER Hooker Chemical Company3. NUMBER & TYPE OF CAR 90 - 100 Ton 17,360 Gal. DOT 105A500W Stub Sill Tank CarsGENERAL ARRG DWG 6-J-0092-A

DOME ARRG DWG

4-B-1998-3-V4. DATE OF ORDER 2/9/81

DEADLINE DATE FOR ALL MECHANICAL DETAILS _____

GENERAL INFORMATION

5. LADING ChlorineNonf.
ICC CODE Gas☐ NON REGULATORY ☒ REGULATORYMAX WEIGHT 10.41 LBS/GALCOMMODITY STENCIL ChlorineMECH. DES. TPI6. INSPECTION ACF7. HEATER SYSTEM None

DWG _____

8. INSULATION 4" -2# per cu. ft., nominal density polyurethane9. JACKET 11 gage carbon steel, 2-piece shell with 3-piece headsDWG 6-H-7106-A10. HEAT TREATMENT 1100°F min. at least one hour. Engrg. Bulletin 20.2-A, Code 1.11. X-RAY AAR Appendix "W", complete x-ray.12. TANK LINING None13. CLEANING TANK INTERIOR Light grit blast and sweep clean per MP 1050-Brushoff14. PAINT PREPARATION Grit blast completed car exterior per MP 1050-Commercial15. PAINTING & LETTERING Special Porter dark blue-gray epoxy system with AAR & DOT stencilling, no principal lettering.DWG 4-J-0091-A16. REPORTING MARKS & CAR NOS. HOKX 8358 thru 8447.17. OWNERSHIP PLATES None19. OVER-ALL CAR HEIGHT 14'-8 1/8"MOUNTING HT. NoneEXTREME WD. 10'-6 1/2"20. CENTER OF GRAVITY 82"LIGHT WEIGHT: ESTIMATED 83,000#

ACTUAL _____

21. REMARKS Car construction to AAR Plate "B" clearance diagram.Maximum lading weight of 10.41#/gal. based on 17,291 gal. lading and rail load limit of 263,000#.

TANK

22. CLASSIFICATION DOT 105A500WTANK DWG 3-H-0261-B23. WATER CAPACITY: ESTIMATED 17,360 Gal.

ACTUAL _____

24. TEST PRESSURE 500 psiCOIL TEST PRESSURE None25. TANK PLATE MATERIAL AAR TC-128 Gr. "B" with 1/2 standard tolerance on over thickness.PROCESSED BY J. T. Kasprzycki/K. H. Brinkmann

26. INSIDE DIAMETER 100.4498"
27. LENGTH: OVER HEADS 43'-8 3/4" C. TO C. HEAD WELDS 38'-10 7/8"
28. INSIDE DIA DOME NOZZLE 18"
29. HEIGHT: TANK TO DOME HEAD WELD NOZZLE 12"
30. DOME CAPACITY
31. SHELL DESIGN 5 - 0.7751" thick circumferential sections
32. HEAD DESIGN 2.1 Ellip., 13/16" thick DIE ASSY DWG
33. SHEET THICKNESS:
- | | | |
|----------------|-------------------|----------------|
| (A) TANK HEAD | (C) CENTER BOTTOM | (E) DOME SHEET |
| (B) CENTER TOP | (D) BARREL END | (F) DOME HEAD |
34. TANK ANCHOR DWG. DWG.
35. DOME REINFORCEMENT 0.7751" AAR TC-128 Gr. "B" CALC DWG. 1-B-1777-B
36. REMARKS Tank bottom will be flat within a total variation of 3/4".
Gauge Table Required - Outage
Welded Attachments DWG. 2-C-2118-1-F
Insulation Separator Appln. DWG. 3-F-1411-1-C

FITTINGS

37. DOME RING OR HOUSING Carbon steel weldment DWG. 3-C-1198-E
38. ~~DOME~~ MANWAY COVER ASTM A-515 Gr. 70 DWG. 3-B-1963-E
39. SAFETY VALVE ~~OR VENT~~ 375# Crosby 1 1/2 JO-375 DWG. H-51970
40. BOTTOM OUTLET None DWG.
41. CHAMBER OR WASHOUT None DWG.
42. SIPHON BOWL None
43. SIPHON 2 - 1 1/4" Sch. 80 carbon steel pipes, eduction and induction DWG. 3-C-1916-B
44. AIR INLET None DWG.
45. VACUUM RELIEF None DWG.
46. THERMOMETER WELL None DWG.
47. GAUGING OR OUTAGE DEVICE None DWG.
48. TEST TUBE None DWG.
49. CHECK VALVES 2 - 1 1/4" ACF Type 1419 (High Capacity) DWG. 2-C-1873-F
50. ANGLE VALVES 4-1" ACF Type 1301 DWG. 3-F-8650-C
51. TELLTALE DEVICE None DWG.
52. REMARKS All gaskets to be 2% to 3% antimony lead.

MOUNTINGS

53. TANK CRADLE PADS None
54. TANK BANDS OR HOLD-DOWN RODS None
55. DOME PLATFORM ACF Std. 2-level with side ladders at center of car. DWG. 4-H-5278-C
56. REMARKS Side and End Handrail Appln. DWG. 4-H-9927-A

UNDERFRAME

57. TYPE	ACF Std. Stub Sill	DWG.	5-H-8108-D
58. LENGTH OVER STRIKERS	47'-1 7/8"	WIDTH OVER XXXXXX END BDS.	10'-0"
59. TRUCK CENTERS	36'-3 5/8"	COUPLER HEIGHT	2'-10 1/2"
60. CENTER SILL	12-15/16" @ 41.2# CZ13 sections, ASTM A-572 Grade 50, Type 2 modified to 70,000 psi minimum tensile	DWG.	3-H-6982-A
61. CTR. SILL REINFORCEMENT	None		
62. ANCHOR & CTR. SILL CONN.	None	DWG.	
63. STRIKER	ASTM A-572 Grade 50 Type 2		
64. DRAFT GEAR	Cardwell-Westinghouse Mark 50		
65. COUPLER	AAR SE60CHTE		
66. COUPLER YOKE	AAR Y40AHTF		
67. UNCOUPLING DEVICE	ACF	DWG.	3-G-9382-A
68. AIR BRAKE	ABDW with B-3A 8 1/2" WABCOPAC truck mounted brake cylinders.		
		DWG.	6-H-9928-A
69. BRAKE REGULATOR	None		
70. BODY BRAKE LEVERS	None	DWG.	
		DRILL: A =	B =
71. HAND BRAKE	AAR high-power, Ellcon-National D-6500-2	DWG.	4-J-0084-A
72. BODY BOLSTER	Single web weldment	DWG.	5-J-0069-A
		AREA	
73. RUNNING BOARDS	End boards only.		
		DWG.	1-E-6886-2 & -3-C
74. MUDGUARDS	None	DWG.	
75. REMARKS	Lifting provisions at bolsters. 16" center plates.		

TRUCKS

76. TYPE	100-Ton Barber S-2-C stabilized with WABCOPAC brake units and 3 11/16" spring travel.	DWG.	4-J-0090-A
77. WHEEL TYPE	36" dia. one-wear H-36 Class "C"		
78. AXLE	6 1/2" x 12" SPEC. AAR M-101 TYPE Class "F"		
79. JOURNAL BEARINGS	Roller Type, Timken		
80. SIDE FRAMES	Cast steel Grade "B", narrow jaw pedestal		
81. BOLSTERS	Cast steel Grade "B"		
82. SIDE BEARINGS	Friction Type		
83. SPRING GROUPING	7 outer D-5, 6 inner D-5 and 2 double side springs per nest		
84. BRAKE BEAM	WABCOPAC		
85. BRAKE SHOE	AAR H2, Cobra V-172	KEY Westinghouse	DWG.
86. TRUCK LEVERS	WABCOPAC, "B" end only	DEAD LEVER DWG.	
		LIVE LEVER DWG.	
87. BOTTOM CONNECTION	WABCOPAC, "B" end only	DWG.	
88. REMARKS			
89. MINIMUM CURVE CHARACTERISTICS			
A. ON CURVE AND UNCOUPLED	(90° truck swing)		116 FT.
B. COUPLED TO LIKE CAR . ONE ON CURVE AND ONE ON TANGENT			175 FT.
C. COUPLED TO AAR 40' BASE CAR WITH TANK CAR ON CURVE & BASE CAR ON TANGENT.			175 FT.

PROCESSED BY J. T. Kasprzycki/K. H. Brinkmann